

PROTOCOL
BETWEEN
THE U.S. GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR
OF THE
UNITED STATES OF AMERICA
AND THE
CENTRE FOR EARTH OBSERVATION AND DIGITAL EARTH
OF THE
CHINESE ACADEMY OF SCIENCES
OF THE
PEOPLE'S REPUBLIC OF CHINA
CONCERNING
EARTH OBSERVATION SYSTEM AND RELATED DATA ACTIVITIES

ARTICLE I. SCOPE AND OBJECTIVES

1. The Parties to this Protocol are the U.S. Geological Survey (hereinafter "USGS") of the Department of the Interior of the United States of America and the Centre for Earth Observation and Digital Earth (hereinafter "CEODE") of the Chinese Academy of Sciences of the People's Republic of China. The USGS and CEODE (hereinafter "Party" or "Parties") hereby agree to pursue scientific and technical cooperation in the Earth observation system and related data activities.
2. This Protocol is subject to and governed by the Agreement between the Government of the United States of America and the Government of the People's Republic of China on Cooperation in Science and Technology, signed at Washington January 31, 1979, as amended and extended (hereinafter the "S&T Agreement"). In case of any inconsistencies between this Protocol and the S&T Agreement, the provisions of the latter shall prevail.
3. The Parties shall encourage and facilitate, where appropriate, the development of direct contacts and cooperation among government agencies, universities, research centers, institutions, private sector companies and other entities of the Parties.
4. Each Party may, with the consent of the other Party and to the extent permitted by the laws and policies of each Party's Government, invite other government entities or agencies of the United States and China, and other entities, including scientists, technical experts, governmental agencies and institutions of third countries or international organizations, to participate in activities undertaken pursuant to this Protocol, subject to such terms and conditions as the Parties may specify.

ARTICLE II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under this Protocol may consist of exchanges of technical information, visits, and cooperative research consistent with the ongoing programs of the Parties. Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as:
 - A. Earth-science investigations including hazards, resources, and the environment;
 - B. Global change and land cover research;
 - C. Geospatial data applications;
 - D. Information systems;
 - E. Ecosystem change and dynamics;
 - F. Radar, lidar, and hyperspectral geospatial data application;
 - G. Geospatial operations and administration;
 - H. Visiting scientists programs; and
 - I. Other natural resources areas as identified by the Parties.
2. Activities under this Protocol shall be undertaken in accordance with the applicable national laws and regulations of each Party.

ARTICLE III. AVAILABILITY OF RESOURCES

Cooperative activities under this Protocol shall be subject to the availability of personnel, resources, and funds. This Protocol shall not be construed to obligate the Parties to any particular expenditure or commitment of resources, funds, or personnel.

ARTICLE IV. Fee AND TAX EXEMPTION

In accordance with its laws and regulations, each Party shall work toward obtaining, on behalf of the other Party, relief from taxes, fees, customs duties, and other charges (excluding fees for specific services rendered) levied with respect to:

1. All transfer, ownership, construction, renovation, or maintenance of facilities or property by or on behalf of the other Party to implement this Protocol;
2. The import, purchase, ownership, use, or disposition (including export) of goods and services by or on behalf of the other Party in support of activities under this Protocol; and
3. Personal property of personnel of the other Party or entities of that Party implementing provisions of this Protocol.

ARTICLE V. INTELLECTUAL PROPERTY

The protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Protocol shall be governed by the provisions of Annex I of the S&T Agreement.

ARTICLE VI. DISCLAIMER

Information transmitted by one Party to the other Party under this Protocol shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party.

ARTICLE VII. PLANNING AND REVIEW OF ACTIVITIES

Each Party shall designate a principal representative who, at such times as are mutually agreed upon by the Parties, shall meet with the other Party's representative to review the activities under this Protocol and develop proposals for future activities, as appropriate.

ARTICLE VIII. DATA EXCHANGE

The Parties acknowledge the value of exchange of earth observation and related activities to achieve accuracy and timeliness. The Parties agree to promote the open exchange of earth observation and related data activities within their national structures in order to provide maximum social and scientific benefits of such data.

ARTICLE IX. PROJECT ANNEXES

Any activity carried out under this Protocol shall be agreed upon in advance by the Parties in writing. Whenever more than the exchange of technical information or visits of individuals are planned, such activity shall be described in a Project Annex to this Protocol, which shall set forth, in terms appropriate to the activity, a work plan, staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or conditions not included in this Protocol. In case of any inconsistency between the terms of this Protocol and the terms of a Project Annex, the terms of this Protocol shall control.

ARTICLE X. ENTRY INTO FORCE AND TERMINATION

This Protocol shall enter into force upon signature by both Parties and remain in force for ten (10) years, so long as the S&T Agreement remains in force. This Protocol may be amended or extended at any time by written agreement of the Parties. Either Party may terminate this

Protocol upon ninety (90) days' written notice through diplomatic channels, to the other Party, of its intention to terminate this Protocol. Unless otherwise agreed, the termination of this Protocol shall not affect the validity or duration of projects under this Protocol that are initiated prior to such termination, and this Protocol shall continue to apply to such projects until they are discontinued.

Signed in Beijing, in duplicate, in the English and Chinese languages, both texts being equally authentic.

FOR THE U.S. GEOLOGICAL
SURVEY OF THE DEPARTMENT
OF THE INTERIOR OF THE
UNITED STATES OF AMERICA:

Marcia McNutt
Signature

Marcia K. McNutt
Name

Director
Title

November 2, 2010
Date

FOR THE CENTRE FOR EARTH
OBSERVATION AND DIGITAL EARTH
OF THE CHINESE ACADEMY OF SCIENCES
OF THE PEOPLE'S REPUBLIC OF CHINA:

Huadong Guo
Signature

Huadong Guo
Name

Director
Title

Nov. 2, 2010
Date

I certify that this is a true copy of the original Protocol.

D. A. Poole
D. A. Poole
International Program Specialist
U.S. Geological Survey
Office of International Programs

11/3/2010
Date